



9/30- copy DOR  
set date 10/11  
PH 1-9-06

**Dave Heineman**  
Governor

**STATE OF NEBRASKA**

**NEBRASKA LIQUOR CONTROL COMMISSION**

**Hobert B. Rupe**

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

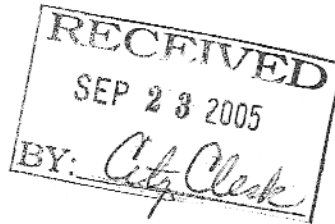
Fax (402) 471-2814

TRS USER 800 833-7352 (TTY)

web address: <http://www.nol.org/home/NLCC/>

September 21, 2005

Lincoln City Clerk  
555 So 10<sup>th</sup>  
Lincoln NE 68508



RE: B & R Stores, Inc. dba RB's Liquor Store  
1709 Washington, liquor license #D-02481

The above referenced licensee has submitted a request for a **reconstruction** see attached request and sketch.

**Request is for a reconstruction. Making license premise read: Entire one story bldg. 235' x 164'.**

Please present this request for **reconstruction** to your board and send us the results of that action.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Mary Messman  
Licensing Division

mm

cc: file

NO INVESTIGATION NEEDED  
R. Foster 843

**Rhonda R. Flower**  
Commissioner

**Bob Logsdon**  
Chairman

**R.L. (Dick) Coyne**  
Commissioner

An Equal Opportunity/Affirmative Action Employer

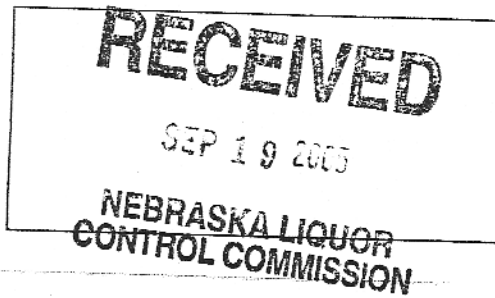
Printed with soy ink on recycled paper

**APPLICATION FOR ADDITION,  
DELETION, CHANGE OF LOCATION,  
RECONSTRUCTION**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814

Website: [www.lee.ne.gov](http://www.lee.ne.gov)

FEE \$45.00



LICENSEE'S NAME B&R Stores, Inc.

TRADE NAME RB'S Liquor Store

PREMISE ADDRESS 1709 Washington

CITY/COUNTY Lincoln, Lancaster

LICENSE NUMBER 2481 PHONE NUMBER (402) 477-1238

**PLEASE CHECK ONE OF THE FOLLOWING**

☐ ADDITION ☒ RECONSTRUCTION ☐ DELETION

☐ CHANGE OF LOCATION (this application will not be accepted if the license is moving into another jurisdiction)

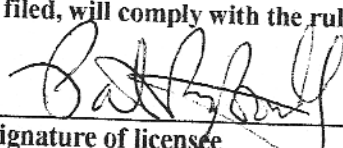
Address From: \_\_\_\_\_

Address To: \_\_\_\_\_

- 1) Include a sketch of the proposed area to be licensed (8 1/2 x 11 paper – no blueprints) indicate the dimensions of the area to be licensed and the direction “north” on the sketch
- 2) Submit a copy of your lease or deed demonstrating ownership
- 3) If you do not know what jurisdiction you are located in, call the city or county clerk
- 4) In order to clarify your changes, an attached explanation is always welcome


**AFFIDAVIT**

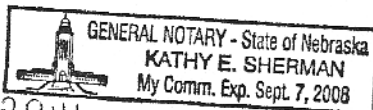
The above reference request, as filed, will comply with the rules and regulations of the Nebraska Liquor Control Act.

  
Signature of licensee

Subscribed in my presence and first duly sworn to before me on this 19th day of

September, 2005

  
Notary Public signature and seal



FORM 35-4179

Bus Clk 2941  
45-mm  
vt. 280002

BEER  
WINE  
LIQUOR  
DEPT

Entry

Approximately 2  
Entire one bldg

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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**COMMERCIAL LEASE AGREEMENT  
(17th and Washington Store)**

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

THIS COMMERCIAL LEASE AGREEMENT entered into this 15<sup>th</sup> day of March, 1999, between RAYBOULD PARTNERS, LTD., a Nebraska limited partnership (the "Landlord") and B & R STORES, INC., a Nebraska corporation (the "Tenant").

**W I T N E S S E T H:**

WHEREAS, Russell W. Raybould and Anita C. Raybould, husband and wife ("Assignor") have entered either heretofore owned the Subject Property (as hereinafter defined) or leased the same from the original ground lessor, and have leased the Subject Property to Tenant pursuant to the terms of a Lease Agreement dated May 1, 1998 (the "Original Lease"); and

WHEREAS, Assignor purchased all remaining tracts of land making up the Subject Property and has transferred all such Subject Property to Landlord by Warranty Deed dated March 10, 1999, which is filed for record with the Lancaster County Register of Deeds as Instrument No. 99-014679; and

WHEREAS, Assignor, Landlord and Tenant are in agreement that the Original Lease between Assignor and Tenant should be assigned, without recourse, to Landlord; and

WHEREAS, Tenant has expressly consented to such assignment, and Landlord and Tenant mutually desire to enter into a new lease agreement (under substantially the same terms and conditions as that between Assignor and Tenant) in order to clarify and memorialize the assignment of lease and the specific lease terms affecting the Subject Property between Landlord and Tenant.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Lease Agreement. Landlord, for and in consideration of the agreements of Tenant hereinafter mentioned, hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises described as follows: 1709 Washington, Lincoln, NE.

- A. Lots One (1), Three (3), Four (4) and Six (6), Block Three (3), A. Hurlbut's Subdivision, together with the vacated East-West alley in said Block Three (3), and the West Twenty (20) Feet of vacated South 18th Street adjacent to Lots One (1) and Six (6) in said Block Three (3), Lincoln, Lancaster County, Nebraska;

- B. Lot Two (2), Block Three (3), A. Hurlbut's Subdivision of Lots Three (3) and Four (4), in the Norwest Quarter (1/4) of Section 36, Township 10, Range 6, Lincoln, Lancaster County, Nebraska;
- C. The South Forty-Two Feet (S 42') of Lot Five (5), Block Three (3), A. Hurlbut's Subdivision, of Lots Three (3) and Four (4), in the Norwest Quarter (1/4) of Section 36, Township 10, Range 6, Lincoln, Lancaster County, Nebraska;
- D. The North One Hundred Feet (N 100') of Lot 15, Block 3, A. Hurlbut's Subdivision, of Lots Three (3) and Four (4), in the Norwest Quarter (1/4) of Section 36, Township 10, Range 6, Lincoln, Lancaster County, Nebraska;
- E. Lots A, B and E, Miller and Winship's Subdivision (a subdivision within Lots Eleven (11), Twelve (12) and Thirteen (13), W. W. Holmes Subdivision), Lincoln, Lancaster County, Nebraska; and
- F. Lots Nine (9) and Ten (10), W.W. Holmes Subdivision, Lincoln, Lancaster County, Nebraska;

together with the buildings, structures and improvements erected and to be erected thereon (collectively the "Subject Property"). A schematic drawing of the above-described property, delineating the portions so leased by a solid, black border, is attached to this Lease, marked as Exhibit A, and incorporated by reference herein.

2. Term and Option to Extend Lease. Landlord hereby grants to Tenant the right to lease the Subject Property for the remaining initial term granted under the Original Lease, which such initial lease term shall run through April 30, 2008.

Landlord hereby grants to the Tenant the exclusive right and option to renew or extend this Lease for four (4) terms of ten (10) years each, commencing upon the expiration of the original or any renewal ten-year term, provided:

- A. Tenant is not in default of any of the terms, conditions and agreements of this Lease at the time the Lease is to be extended and has exercised all previous option terms.
- B. Tenant notifies Landlord of its intention to extend the lease term, in writing, by certified mail, not less than four (4) months prior to the expiration of the then existing term.
- C. Tenant shall be bound by all the terms, conditions and agreements of this Lease.

3. Rent.

- A. Tenant agrees to pay Landlord, without prior notice of demand and without offset or deduction whatsoever, base rent at the initial monthly rate of Sixteen Thousand Six Hundred Ten and 75/100ths Dollars (\$16,610.75) (the "Monthly Rent") for the base year. Monthly Rent is subject to adjustment pursuant to Subparagraph B of this Section 3, and as adjusted is called "Adjusted Monthly Rent". Monthly Rent, whether or not as adjusted, shall be paid monthly in advance on the first day of each calendar month of the term and any exercised option terms thereof, except that the first full payment of monthly rent shall be made by Tenant upon its execution of this Lease, and shall be prorated for partial months within the term. Tenant's covenant to pay rent shall be independent of every other covenant in this Lease.
- B. Tenant agrees that the Adjusted Monthly Rent will be increased by five percent (5%) on January 1, 2003, and by five percent (5%) on January 1<sup>st</sup> of the years 2008, 2013 and 2018, respectively, assuming Tenant is in full compliance with the terms of the Lease and has properly exercised the options provided for in Section 2 hereof. Effective January 1, 2023, the Adjusted Monthly Rent will be compared with an appropriate national index (with the preference for the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor) to assure that the Adjusted Monthly Rent is consistent with the then current inflation and market factors as compared to such factors as of the date of the signing of this Lease. Landlord may make a one time upward adjustment to reasonably account for such factors, which adjustment shall in no event be more than twelve percent (12%) above the Adjusted Monthly Rent for the immediately preceding term for the term beginning January 1, 2023. Such adjustments will be final and binding on the Tenant. For the remaining term of the Lease (assuming Tenant is in compliance and has properly exercised all remaining option terms), the Adjusted Monthly Rent will be increased by five percent (5%) on January 1<sup>st</sup> of 2028, 2033, 2038 and 2043, respectively.
- C. The term "Base Year" as used in this Section 3 shall mean the 1998 calendar year. In the event the index identified above is discontinued or ceases to be published, Landlord will substitute a comparable index reflecting changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency, bank or financial institution, or any other recognized authority.
- D. The Monthly Rent provided for under the terms of this Lease shall be due on the first day of each month and delinquent on the fifth day of each month; and there shall be a late charge of Forty Dollars (\$40.00) per day starting on the tenth day of

the month for each day the Monthly Rent remains unpaid after the fifth day of the month.

4. Utilities. Tenant agrees to pay all charges for utilities assessed against the Subject Property, including electricity, heat, fuel, power, water, gas, telephone and garbage removal, and any and all other utility charges or expenses incurred in connection with said premises, furnished or supplied to or on any part of the premises during the term of this Lease and renewals thereof.

Tenant further agrees to furnish and install all replacement light bulbs, fluorescent tubes and all maintenance for the light and fluorescent fixtures which are required for the Subject Property. Tenant shall maintain the entrance doors and attached door hardware for the Subject Property at Tenant's expense. Tenant shall pay for seasonal checking and operating maintenance of heating and air-conditioning systems, including changing of filters.

5. Taxes. Tenant agrees to pay all taxes incurred for the years 1999 and thereafter (subject to apportionment as set out below) when the same become due and before they become delinquent, during the terms of this Lease or any renewal, and all installments of special assessments. The first and last years' taxes and special assessment installments shall be apportioned pro rata as of the date of the beginning and ending of the Lease.

6. Assignment or Subleasing. Tenant shall not assign or sublease all or any part of the Subject Property, without the written approval of Landlord, which approval will not be unreasonably withheld, and such assignment or subletting without approval shall constitute a material breach. Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder.

7. Improvements. Tenant may place partitions and fixtures and make improvements and other alterations in the interior of the leased premises at its own expense; provided, however, that prior to commencing any such work, Tenant shall first obtain the written consent of the Landlord for the proposed work, which consent will not be unreasonably withheld or delayed. Landlord may require that such work be done by Landlord's own employees or under the Landlord's directions, but at the expense of Tenant, and Landlord may, as a condition to consenting to such work, require that Tenant give security that the premises will be completed, free and clear of all liens and in a manner satisfactory to Landlord, and that the premises will be repaired by Tenant or restored by Tenant to its former condition at the termination of the Lease at Tenant's sole cost and expense.

A. Removal of Additions. All installations, additions, partitions, non-trade fixtures and improvements, temporary or permanent, except movable equipment and furniture belonging to the Tenant, in or upon the Subject Property, whether placed there by Tenant or by Landlord, shall be Landlord's property and shall remain upon the Subject Property, all without compensation, allowance or credit to Tenant; provided, that switchboards, wiring, instruments and similar equipment provided

by the company rendering telephone service to the premises or other fixtures or equipment provided by third parties furnishing a service, installed upon notice to Landlord, which equipment and fixtures remain the property of the installer, shall not be covered by the agreement of Tenant contained in this paragraph.

- B. Property Presumed Abandoned. All Tenant's trade fixtures, movable furniture, equipment and other personal property not removed from the prior to the expiration of the term hereof, and any additional option period for which Tenant is required to pay rent under the terms of Paragraph 2 hereof, shall be conclusively presumed to have been abandoned by Tenant, and title thereto shall pass to Landlord under this Lease.

Nothing contained herein is to be construed to permit the Tenant to make structural alterations or changes in or to the Subject Property.

8. Tenant's Personal Property and Removal Thereof. If Tenant shall not promptly remove all its property from the Subject Property whenever Landlord shall become entitled to possession thereof, Landlord may remove the same, or any of the same, and Tenant will pay Landlord, on demand, any and all expenses incurred in such removal and also storage on said effects for any length of time in which the same shall be in Landlord's possession or control; or if Tenant shall vacate or abandon the Subject Property and leave any goods or chattels in, upon or about the Subject Property for a period of more than thirty (30) days after such vacation or abandonment, or after termination of this Lease in any manner whatsoever, then Landlord shall have the right to sell all or any part of said property in accordance with the laws of the State of Nebraska, and to apply the proceeds of such sale first to the payment of all costs and expenses of conducting the sale and caring for or storing the goods and chattels; second, to apply the balance, if any, to any indebtedness due from Tenant to the Landlord; and third, to deliver any surplus to Tenant.

9. Repairs. Tenant agrees to make all necessary repairs to the exterior walls, exterior doors, windows and corridors, and roof and foundation of the building. Tenant agrees to keep the building housing the Subject Property in a safe, clean, neat and attractive condition, and to make repairs, if necessary, to interior walls, floors and ceilings resulting from any defects in construction.

Tenant further agrees that it will make all non-structural repairs to the Subject Property and to do all redecoration, remodeling, alteration and painting in uniform colors, as may be designated by Landlord during the term of the Lease. Tenant will pay for any repairs to the Subject Property or the building containing the Subject Property made necessary by any negligence or carelessness of Tenant or its employees or persons permitted in the building by Tenant, including glass breakage and damage to fixtures and appliances so caused; and Tenant will maintain the leased Subject Property in a safe, clean, neat and sanitary condition.



If Tenant does not make such repairs as set out above within a reasonable time after being notified by certified mail, then Landlord may make repairs and bill the Tenant accordingly.

Landlord shall not be liable or responsible for breakdowns or temporary interruptions in service to Tenant. There shall be no allowance to Tenant for inconvenience or injury to Subject Property arising from the making of any repairs to the Subject Property or the building.

10. Insurance. Tenant covenants to carry insurance insuring the Tenant and naming the Landlord as a party insured against liability growing out of or arising from the demolition and removal of the present building and construction of improvements thereon, and the use or occupancy of the Subject Property, during the term of this Lease or any renewal, in an amount not less than \$1,000,000 to any one person and \$500,000 property damage. Tenant shall also keep the improvements insured for fire and extended coverage in an amount sufficient to replace any damage and naming the Landlord as a party insured. In the event of any loss or damage to the Subject Property or improvements from any cause, it shall be the duty of the Tenant to replace and restore the same in good condition at Tenant's cost and expense, it being understood that Landlord shall not be obligated to make any repairs or replacements of any kind during this Lease or any extension thereof. Tenant shall provide Landlord a certificate of said insurance, which insurance cannot be canceled except on ten (10) days written notice to the Landlord, and the failure to provide said insurance shall constitute a material breach of this Lease.

11. Risk of Loss. All risk of loss to the Subject Property, improvements or any property located thereon shall be that of the Tenant; and the Tenant shall have no right of offset of any rent or any obligation owed to the Landlord under this Lease for any cause, whether arising under this Lease or otherwise, including the Subject Property becoming untenable. To that end, if during the term of this Lease the Subject Property shall be damaged by fire or other casualty, the rent shall nonetheless remain in full force and effect and shall not be abated while the Subject Property remains untenable. Tenant shall dispatch and engage in prompt repairs to repair the Subject Property in a timely and commercially reasonable manner. If the repairs have not been commenced within thirty (30) days after such damage, Landlord may elect to declare default in accordance with the terms of this Lease and seek all remedies available to Landlord upon the event of a default under this Lease.

12. Hold Harmless. Tenant shall indemnify, hold harmless and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind, and asserted by or on behalf of any person or governmental authority, arising from Tenant's use or occupancy of the Subject Property, including, but not limited to, (i) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Tenant; (ii) any failure by Tenant to comply with any statutes, ordinances, regulations or orders of any governmental authority; or (iii) any accident, death or personal injury, or damage to or loss or theft of property which shall occur in

or about the Subject Property , except as the same be caused solely by the negligence of Landlord, its employees or agent.

13. Triple-Net Lease. This is a triple-net lease. The Landlord shall have no duty or obligation to expend any money or incur any debt or expense in connection with ownership, use or occupancy of the leased Subject Property or any activity conducted or happening thereon during the term of this Lease or any renewal thereof, and Tenant shall be solely liable for the same, except for loss or changes which may be caused by the negligence or fault of the Landlord, his agents, employees or representatives.

14. Holding Over. In the event Tenant shall hold over and remain in possession of the Subject Property after expiration of this Lease without written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall create a tenancy from month to month which may be terminated at any time by Landlord.

15. No Contractor, Subcontractor or Materialmen's Liens. Any improvements upon the demised Subject Property shall be constructed for Tenant's benefit at Tenant's costs, and no contractors, subcontractors, laborers or materialmen can claim a lien against the fee, but said lien, if valid, shall be against the leasehold only. Any such liens attached to the Subject Property shall be released by Tenant within ten (10) days after demand by Landlord.

16. General Covenants of Tenant. Tenant covenants and agrees that during the term of this Lease or any renewal thereof:

- A. to pay the rental payments when due;
- B. to pay all charges for gas, water, electricity, sewer and other utility services; and all other charges and expenses incurred in connection with the Subject Property ;
- C. to keep the Subject Property in good, clean and safe condition, making repairs when necessary;
- D. to release all liens and encumbrances attached to the Subject Property by virtue of any act or omission of Tenant within ten (10) days after demand by Landlord;
- E. to comply with all applicable laws, ordinances and recorded restrictive covenants pertaining to the Subject Property ;
- F. to permit Landlord access to the Subject Property at reasonable hours for the purpose of inspecting same, provided adequate notice is given;

- G. at the termination of this Lease, to quit and surrender peaceable possession of the Subject Property, including all improvements, in good and clean condition to Landlord; and
- H. to occupy the Subject Property and operate the business therefrom during competitive hours.

17. General Covenants of Landlord. Landlord covenants and agrees that during the term of this Lease or any renewal thereof:

- A. to do, execute or cause to be done or execute all such further acts, deeds and assurances as by Tenant, its successors or assigns shall be reasonably required for vesting fully and absolutely in its property and rights agreed to be hereby leased and given to Tenant, its successors and assigns, the full and entire benefit of this agreement;
- B. to defend Tenant in peaceable possession of Subject Property and quiet enjoyment of title; and
- C. to protect Tenant against the claims of any party or parties, should any contests ever arise as to ownership of the same.

18. Acceptance of Rent After Proceedings. It is agreed that after the service of notice or the commencement of suit, or after final judgment for possession of the Subject Property, the Landlord may receive and collect any rent due without prejudice to, or waiver of the remaining balance owing, or effect upon the said notice, suit or judgment.

19. Default. Should default be made by the Tenant (i) in the payment of the rental, or any part thereof, or the payment of any other amount required to be paid by Tenant hereunder, for a period of ten (10) days, or (ii) in the performing, fulfilling, keeping or observing of any of the Tenant's other covenants, conditions, provisions or agreements herein contained, or (iii) should a petition in bankruptcy be filed by the Tenant, or (iv) should the Tenant be adjudged bankrupt or insolvent by any court, or (v) should a trustee or receiver in bankruptcy or a receiver of any property of the Tenant be appointed in any suit or proceeding by or against the Tenant, or (vi) should the demised Subject Property become vacant or abandoned, or (vii) should this Lease, by operation of law, pass to any person other than the Tenant, or (viii) should the leasehold interest be levied on under execution; then, and in any of such events, the Landlord may, if the Landlord so desires, without demand of any kind or notice to the Tenant, or any other person, at once declare this Lease terminated, and the Landlord may re-enter said Subject Property without any formal notice or demand and hold and enjoy the same thenceforth as if this Lease had not been made, without prejudice, however, to any right of action or remedy of the Landlord in respect to any breach by the Tenant of any of the covenants herein contained.

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In case Landlord does not elect to take advantage of the right to terminate this Lease conferred by the foregoing provision of this section, the Landlord shall nevertheless have and Landlord is hereby expressly given the right to re-enter the said Subject Property, with or without legal process, should any of the events hereinbefore specified take place or occur, and to remove the Tenant's signs, and all property and effects of the Tenant or other occupants of said Subject Property .

In the event of default, Landlord agrees to relet the Subject Property in an expeditious manner under the most reasonable terms available under the conditions. In case of such reletting, the Tenant shall be liable to the Landlord for the difference between the rents and payments herein reserved and agreed upon for the residue of the entire stipulated term of this Lease and the net rent for such residue of the term realized by the Landlord by such reletting, such net rent to be determined by deducting from the entire rent received by the Landlord from such reletting the expenses of recovering possession, reletting, altering and repairing said Subject Property , and collecting rent therefrom; and the Tenant hereby agrees to pay such deficiency each month as the same may accrue, the Tenant to pay to the Landlord within five (5) days after the expiration of each month during such residue of the term, the difference between the rent and payments for said month as fixed by this Lease and the net amount realized by the Landlord from the Subject Property during said month.

20. Condition of Subject Property. It is understood that no promises or representations, except as may be attached by addendum, have been made to the Tenant respecting the condition of said demised Subject Property , or the manner of operating said building, or by the making, at the cost of the Landlord, of repairs in said demised Subject Property or remodeling the existing Subject Property ; and taking possession of said Subject Property by the Tenant shall be conclusive evidence against the Tenant that said Subject Property were in good and satisfactory condition when possession of the same was so taken, and the Tenant will, at the termination of this Lease, by lapse of time or otherwise, remove all of the Tenant's property therefrom and return said demised Subject Property to the Landlord in as good a condition as when received, ordinary wear and tear excepted.

21. Personal Property at Risk of Tenant. The personal property in the Subject Property shall be at the risk of the Tenant only. Landlord shall not, except in cases of Landlord's negligence, be liable for any damage to any property in said Subject Property caused by any force, including, but not limited to, steam, electricity, sewage, gas or odors, or from water, rain or snow, which may leak into, issue or flow from any part of the building, or from any other place or quarter, or for any damage done to the property of the Tenant moving the same to or from the building or the Subject Property . The Tenant shall give to Landlord, or its agents, prompt written notice of any accident to or defects in water pipes, gas or warming and cooling apparatus which shall be remedied with due diligence by Tenant. Tenant understands that Landlord is not maintaining any insurance on Tenant's personal property, and Tenant agrees to maintain the same.

22. Landlord's Reserved Rights. Landlord may enter upon the Subject Property and exercise the following rights with reasonable notice and without affecting an eviction or disturbance of Tenant's use or repossession or giving rise to any claim or setoff or abatement of rent:

- A. To take any and all reasonable measures, including inspections or the making of repairs, alterations, additions and improvements to the Subject Property or to the building necessary or desirable for the safety, protection, operation or preservation of the Subject Property of the building.
- B. To approve, in writing, prior to installation thereof, all signs on the Subject Property and the location thereof, which approval shall not be unreasonably withheld. All signs will be installed and maintained at Tenant's cost. Tenant will pay all utility costs associated with the operation of the sign(s). Tenant will maintain the sign(s) in their condition as when originally installed.
- C. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside or inside of the building that may be offensive or in poor taste in the opinion of the Landlord. If it is offensive or in poor taste, Landlord reserves the right to order the advertising changed or removed.
- D. Provided, however, if the Subject Property are rendered wholly or partially untenable by Landlord's exercise of any or all of the foregoing rights, the rent herein reserved shall be abated in proportion to the part of the Subject Property which becomes untenable.

23. Subordination and Attornment. Subject to Tenant's rights under Section 17 hereof, Landlord reserves the right to place liens and encumbrances on the Subject Property superior in lien and effect to this Lease. This Lease, at the option of Landlord, shall be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Subject Property or the building, and the Tenant agrees to execute and deliver, upon demand, such instrument subordinating this Lease to any such lien or encumbrance as shall be required by Landlord.

Tenant agrees to execute and deliver such further assurance and other documents (including a new Lease, upon the same terms and conditions as the within Lease) confirming the foregoing as such purchaser or other contracting party may reasonably request.

24. Time of Essence. Time is of the essence of all payments and covenants to be made and Performed by Tenant.

25. Subsequent Sale. Landlord agrees that if it has received a bona fide offer in which to sell the leased Subject Property to a third party and is willing to sell the leased property at the offered price, it shall, prior to accepting such offer, offer to sell the leased Subject Property to the Tenant at the same price and upon the same terms offered by the third party. Tenant must give notice, in writing, of its acceptance within ten (10) days from the receipt of the offer from Landlord. Time is of the essence, and if such offer is not accepted by Tenant within ten (10) days after the receipt thereof, Landlord may sell the Subject Property to the third party, provided the sale is on the same terms and conditions and for the price set forth in the offer submitted to Tenant.

26. Miscellaneous.

- A. Notices. Any notices or demands are to be given hereunder to Landlord, Raybould Partners, Ltd., 4554 "W", Lincoln, NE 68503, to Tenant, B & R Stores, Inc., at Tenant's offices in the building which is the subject of this Lease, or at such other address as either shall designate, and shall be by certified mail, return receipt requested.
- B. Binding on Successors. All agreements, conditions and undertakings herein contained shall extend to and be binding on the personal representatives, heirs, successors and assigns of the respective parties hereto, but this Lease cannot be assigned or any part sublet without the express written consent of the Landlord, which consent will not be unreasonably withheld, and any attempt to so assign or sublet shall constitute a material breach of the Lease.
- C. Amendment in Writing. This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.
- D. Strict Performance. The failure of either Landlord or Tenant to insist upon strict performance of any of the covenants, agreements or obligations of this Lease shall not be deemed a waiver of any rights or remedies and shall not be deemed a waiver of any subsequent breach or default of any covenants, agreements or obligations of this Lease. The doing of anything which a party is not obligated to do hereunder shall not impose any future obligation or otherwise amend any provisions of this Lease.
- E. No Surrender. No surrender of the Subject Property shall be affected by Landlord's acceptance of the keys or of the rent, or by any other means whatsoever, without Landlord's written acknowledgment of such acceptance as a surrender.
- F. No Representations. No promises or representations, except as herein contained, have been made to Tenant respecting the condition of the Subject Property, or the manner of operating the building or otherwise, and the taking of possession of the

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SEP 19 2005

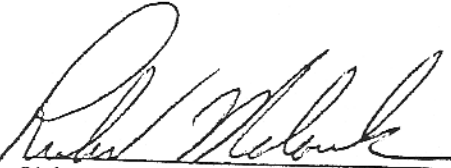
Subject Property by Tenant shall be conclusive evidence as against Tenant that the Subject Property were in good and satisfactory condition at the time of the lease, excepted.


NEBRASKA LIQUOR  
CONTROL COMMISSION

- G. Captions. The captions of the various sections in this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such sections.
- H. Severability. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.


IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

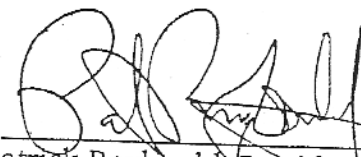
RAYBOULD PARTNERS, LTD., Landlord

  
Witness

By:   
Russell W. Raybould, General Partner

B & R STORES, INC., Tenant

  
Witness

By:   
Patrick Raybould, President





**CITY OF LINCOLN**  
**NEBRASKA**

**MAYOR COLEEN J. SENG**

[www.ci.lincoln.ne.us](http://www.ci.lincoln.ne.us)

Office of the City Clerk  
555 South 10th Street  
Suite 103

Lincoln, Nebraska 68508  
402-441-7436  
fax: 402-441-8325

October 4, 2005

B & R Stores, Inc.  
%Jane  
4554 W Street  
Lincoln NE 68503

Re: Special Permit for Reconstruction/Expansion of liquor licensed premises, RB's Liquor Store, 1709 Washington Street.

Dear Jane:

Your application for an addition to your licensed premises for reconstruction/expansion at the above-described location has been received in this office. Please be advised that this location is in a zoning district which requires a special permit for the reconstruction/expansion.

You should apply for the special permit directly to the Planning Department c/o Brian Will, 441-6362. The Planning Department is located in the County-City Building, Suite 213. Your application will not be scheduled for public hearing before the City Council until you have applied for and received approval for the special permit.

If you have any questions in regard to this matter, do not hesitate to contact me at 441-7438 or e-mail to [jross@lincoln.ne.gov](mailto:jross@lincoln.ne.gov).

Sincerely,

Joan E. Ross, CMC  
City Clerk

cc: Investigator Fosler  
Brian Will, Planning Dept.

**LINCOLN**

*The Community of Opportunity*